

MORTGAGE RECORD No. 40.

COUPON MORTGAGE - FARM, BROWNTHORP BOOK CO., LEAVENWORTH, KAN., NO. 1214.

This Indenture, Made this Second day of December in the year of our Lord one thousand nine hundred and seven between William A. Weesner and Amanda C. Weesner (wife) of Lawrence in the County of Douglas and State of Kansas, of the first part, and Treasurer of Board of Trustees of Kansas Yearly Meeting of the Society of Friends in Trust for Cooper Academy of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Five hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said part y of the second part, his heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to wit:

Lot 29, One hundred and One (101) in New York Sub in the City of Lawrence Kansas.

with the appurtenances and all the estate, title and interest of the said part as of the first part therein. And the said William A. Weesner and Amanda C. Weesner do hereby covenant and agree that at the delivery hereunto they are the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same against all claims whatsoever. This Grant is intended as a MORTGAGE to secure the payment of the sum of Five hundred and fifteen Dollars, according to the terms of one certain promissory note, and fifteen this day executed by said William A. Weesner and Amanda C. Weesner to the said part y of the second part. Said note being given for the sum of Five hundred Dollars, dated December 2nd due and payable in Three years from date hereof, with interest of fifteen dollars each thereon from the date thereof until paid, according to the terms of said note and coupons thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as is hereinafter specified. And the said part as of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of the said mortgagee, in the sum of Five hundred DOLLARS in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and and accruing penalties, interests and costs, and insure the same at the expense of the part as of the first part, and the expense of such taxes and accruing penalties, interests and costs and insurance, shall from the payment thereof, be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of 10 per cent. per annum. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the part y of the second part, and all sums paid by the part y of the second part for insurance, shall be due and payable or not at the option of the part as of the second part; and it shall be lawful for the part as of the second part, his executors, administrators and assigns, at any time hereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the part y making such sale on demand, to the said William A. Weesner his heirs and assigns.

IN TESTIMONY WHEREOF, The said part as of the first part have herunto set their hand and seal the day and year last above written.

Signed, Sealed and Delivered in Presence of
Wm A. Weesner (SEAL)
Amanda C. Weesner (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 2nd day of December A. D. 1907, before me John M. Newlin a Notary Public in and for said County and State came Wm A. Weesner and Amanda C. Weesner to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have herunto set my hand and affixed my official seal on the day and year last above written.

My commission expires April 11 1911 CB John M. Newlin Notary Public

Filed for Record the 2 day of Dec A. D. 1907, at 3:30 o'clock P. M.

By Elie B. Armstrong Deputy. W. Armstrong Register of Deeds.

Recorded Jan 26 1908
Shoff P. Lawrence
Register of Deeds.
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged. As witness my hand this 27th day of October A. D. 1912
John M. Newlin Treasurer of Board of Trustees of Kansas Yearly Meeting of Society of Friends in Trust for Cooper Academy

The following is endorsed on the original instrument in full payment of the mortgage herein recorded and by the Treasurer of the Board of Trustees of the Kansas Yearly Meeting of the Society of Friends in Trust for Cooper Academy.